

DEPARTMENT OF PUBLIC WORKS

AGREEMENT

between

TOWN OF WAKEFIELD

and

WAKEFIELD MASSACHUSETTS LABORERS DISTRICT COUNCIL, LOCAL 272

July 1, 2022 – June 30, 2025

## **PREAMBLE**

WHEREAS, THE WAKEFIELD MASSACHUSETTS LABORERS' DISTRICT COUNCIL, LABORERS LOCAL 272, hereinafter called the Union, was certified on May 3, 2003, by the Labor Relations Commission of the Commonwealth of Massachusetts as the exclusive representative of certain employees of the Town of Wakefield hereinafter called the Town; and

WHEREAS, the parties hereto desire to establish and maintain harmonious relations and a state of mutual understanding and cooperation between them,

NOW, THEREFORE, in consideration of their mutual promises and agreements herein contained, the parties hereto mutually covenant and agree as follows:

## **ARTICLE I**

### **RECOGNITION**

1.1 The Town hereby recognizes the Union as the exclusive representative of all public works employees, excluding supervisory employees, professional employees and office and clerical employees, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

## **ARTICLE II**

### **UNION SECURITY**

As sole collective bargaining agent for the employees described above, the Union agrees to offer Union membership to all persons covered by this Agreement upon a tender by any such persons of such uniform and non-excessive dues and initiation fees as are required by the Union. Continued membership in the Union shall be subject to such rules and regulations, by-laws, and constitutions as are uniformly applied by the Union to all its members.

Upon receipt by the Town of Wakefield of a signed voluntary authorization by an employee, the Town of Wakefield agrees to deduct the initiation fee (if any) and monthly Union membership dues from the wages of said employee and remit the aggregate amount to the treasurer of the Union along with a list of employees from whose pay said dues have been deducted.

Such remittance shall be made by the tenth (10th) of the succeeding month.

An authorization may be revoked by an employee by sending a signed written notice thereof to the Town Administrator or his/her designee. Said revocation shall take effect sixty (60) days after the receipt thereof by the Town Administrator or his/her designee. The Town of Wakefield shall send a copy of the revocation to the Union.

The following authorization of dues form shall be used for Union dues and initiation fees:

## AUTHORIZATION FOR PAYROLL DEDUCTION

By \_\_\_\_\_  
First Name Middle Name Last Name

To \_\_\_\_\_  
Employer Department

Effective Date \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings the Union membership and initiation fee (if applicable) and, once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union.

This authorization shall continue for a period of one year from the date hereof, or until the termination of this Agreement (whichever occurs first), and shall be automatically renewed for successive periods of one year unless written notice of revocation is given by me to you in writing, upon the receipt whereof this authorization shall expire sixty (60) days thereafter.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

The Union shall notify the Town Administrator or his/her designee by certified mail of any change in the sum of money to be deducted as dues pursuant to the authorization hereunder, which amount the Town of Wakefield shall begin to deduct thirty (30) days after receipt of the notification. The union agrees to hold the Town of Wakefield harmless from any liability arising from the operation of this article.

## ARTICLE III

### **MANAGEMENT RIGHTS**

3.1 The Town reserves and retains all rights and authority not expressly abridged by the specific provisions of this Agreement. Specifically, these rights include but are not limited to the right to determine: employee work schedules, use of part-time employees, staffing, promotions and work assignments, to discipline, suspend or discharge employees for just cause, and to promulgate reasonable rules, policies, procedures, and regulations.

Nothing in this article shall be interpreted or deemed to limit or deny any rights of management provided the Town by law. Nothing herein abridges the Town's obligation under Massachusetts General Laws Chapter 150 (e) to bargain in good faith, changes in working conditions with the Union upon request.

## ARTICLE IV

### GRIEVANCE PROCEDURE

4.1 Only matters involving the discharge or discipline of employees or involving the question of whether the Town is complying with its express obligations under this Agreement shall constitute grievances under this Article. The first 6 months of employment shall be a probationary period during which there shall be no right to grieve concerning the discharge or discipline of an employee. Grievances shall be submitted in writing and shall be processed in the following manner:

Step 1. Between the Union Steward, with or without the aggrieved employee, and the employee's Division supervisor within 3 working days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based. If the grievance is not settled within 3 working days the Union may process the grievance at Step 2.

Step 2. Between the Union Steward and the Director of Public Works or his designated representative. If the grievance is not settled within 7 working days the Union may process the grievance at Step 3. Any discharge or suspension shall be initially heard at Step 2. The employee will be notified in writing of reasons for the discharge or suspension and a copy given to the Union Steward within 2 working days of the discharge or suspension.

Step 3. Between the Union and the management individual designated by the Board of Selectmen. The Union may be represented at this step by the Union Steward, the employee and by not more than 3 other representative of the Union who shall not be employees of the Town. Any grievance not settled within 14 working days at Step 3 may be referred to arbitration, as provided in Section 4.3 hereof, within 30 calendar days of the expiration of the 14 working days.

4.2 The grievance procedure time limits may be extended in any particular case by the written agreement of the parties. The Union Steward may be accompanied at any step of the grievance procedure by a representative of the Union who is not an employee.

4.3 Grievances not settled in the steps of the grievance procedure may be referred to an arbitrator or an arbitration tribunal agreed upon by the parties. The word "arbitrator" as used in this Article shall be construed to include any arbitration tribunal. If the parties are unable to agree upon an arbitrator, the arbitrator shall be designated by the American Arbitration Association under its procedures. The fees and expenses of the arbitrator shall be shared equally by the parties and each party shall bear the expenses of its own representatives and witnesses.

4.4 The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement or to hold ex parte hearings. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law. The arbitrator shall submit his decision in writing.

4.5 Union Stewards will be given reasonable time off to investigate grievances.

4.6 The standard of discipline and discharge shall be just cause. To the extent permitted by law the grievance and arbitration provisions of this Agreement shall be the exclusive method of resolution of disputes involving discipline and discharge.

## **ARTICLE V**

### **NO STRIKES OR STOPPAGES**

5.1 The Union agrees that neither it nor any of its officers or representatives will call, instigate, authorize, sanction or ratify any strike, slowdown or stoppage of work by the employees it represents.

5.2 The Town may terminate the employment of, or otherwise discipline, any employee who engages in any strike, slowdown or stoppage of work.

## **ARTICLE VI**

### **STABILITY OF AGREEMENT**

6.1 No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

6.2 The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such terms or conditions, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

6.3 The Classification and Compensation Plans and Personnel By-Law of the Town of Wakefield, herein called the Personnel By-Law, are hereby incorporated by reference and made a part of this Agreement, limited, however, to the extent that the provisions of said Personnel By-Law are applicable to the employee for whom the Union is recognized as the exclusive representative under Article 1 of this Agreement.

## ARTICLE VII

### POSITION VACANCIES, PROMOTIONS AND RECALL

7.1 **Step Increases-** For employees to be eligible for salary increases into a higher step ranking within their job classification, the employee must meet the required qualifications as described in their job description. If an employee does not meet these requirements they shall be ineligible for step consideration.

#### **Promotions-**

Employees eligible for promotion to a higher Compensation Grade, must meet all required qualifications as described in the job description. If an employee doesn't meet the requirements of the job description, said employee shall not be eligible for initial consideration if others are fully qualified. In the event that two (2) or more employees apply for a posted vacancy within the bargaining unit and all interested employees satisfy the requirements of the vacant job description, the award shall be given to the employee who demonstrates the highest level of:

- Certification
- Education
- Work experience
- Performance level related to the job description including awards, merits, discipline, attendance, punctuality, performance evaluations, etc.

In the event that two or more employees apply for a posted position within the bargaining unit whose qualifications and ability as described above are approximately equal, the award shall be determined by the Division Supervisor and confirmed by the Director or their designee, provided that the decision to deny or award a promotion by either the Division Supervisor, the Director or their Designee shall not be arbitrary or capricious.

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Should there be no interested applicants fulfilling the job description requirements of a posted vacancy, The Department may consider any original or subsequent applicant who was not fully qualified to address operational needs via conditional award, provided that such consideration, does not constitute a guarantee of award to a bargaining unit member, and the Town reserves the right to seek qualified external candidates. In the event that an internal employee is promoted who does not meet the job description requirements, they shall be placed at the lowest Step offering an increase above their previous pay grade and will not be eligible for step consideration until the requirements for the job are met. Upon obtaining the necessary qualifications, said employee shall be increased in pay scale to an amount no less than 4% above their previous position pay.

7.2 An employee who accepts a job in a lower compensation grade in lieu of layoff will be restored to his regular compensation grade before new employees are hired in such regular compensation grade.

7.3 Employees shall have recall rights for a period of 2 years from the date of layoff. An employee will lose all recall rights if he refuses an offer to return to his regular position or a position which is at the same pay level as his regular position. An employee recalled from a layoff will have his

seniority restored as of the date of layoff and will have full benefits restored based on said seniority date, subject to any applicable laws.

7.4 Part-time and seasonable employees shall be laid off before full-time employees in a compensation rate.

7.5 Job vacancies within the bargaining unit which the Town proposes to fill shall be posted for a period of 7 calendar days in the divisions in which employees covered by this Agreement are employed. In filling vacancies the selection shall be made from applicants within the Department unless there are no qualified applicants available. The name of the successful applicant shall be posted. The following are the divisions referred to in this section:

1. Highway
2. Water and Sewer
3. Park, Forestry and Cemetery
4. Public Buildings
5. Garage

This provision shall not be construed to prevent adding, combining or reducing the number of divisions.

The Town will notify the Union if it does not intend to fill a posted vacancy within thirty days of the posting period. This section shall not be interpreted to require the Town to fill any vacant position.

7.6 In the event a Working-Foreman of a crew or section within a Division is absent, the opportunity to fill-in for the Working-Foreman shall be first offered to the most senior person within the Division in which the absence has occurred, provided that he/she is qualified to perform the duties of a Working-Foreman, as determined by the Division Supervisor. Disputes over whether or not an employee is qualified to fill in for a Working-Foreman shall be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

## **ARTICLE VIII**

### **HOURS OF WORK**

8.1 The normal work day shall consist of 8 hours between the hours of 7:00 A.M. and 3:00 P.M. with an opportunity for a 20 minute lunch period at the job site. The normal workweek shall consist of 5 days, 8 hours per day, Monday through Friday. This Section 1 shall not apply to water treatment plant operators and custodians.

8.2 The normal workweek for water treatment plant operators shall consist of 5 days, 8 hours per day, in conformity with their existing schedule.

8.3 Reasonable cleanup time not to exceed 15 minutes will be allowed at the end of the workday on jobs which require it.

8.4 A rest period or coffee break of 10 minutes will be allowed in each half of the workday.

8.5 In overtime situations non-bargaining unit supervisor shall not do bargaining unit work except in emergencies or where the circumstances make it reasonable for the supervisor to perform the work.

8.6 A maximum of 2 grace periods of 5 minutes each will be allowed each employee in a 6 month period for failure to clock in at the starting time of the employee's shift.

8.7 Employees required to work all night on an overtime basis will be furnished with coffee and doughnuts.

8.8 A custodial employee who reports for work at the request of the employer earlier than his normal starting time will not therefore be sent home early but will be permitted to work to the end of his regular shift.

8.9 Compensatory time may not be accrued to more than forty (40) hours and must be used in the fiscal year in which it is earned except that compensatory time earned in the last week of the fiscal year may be carried over into the following year.

8.10 Continuity of the Work Day – Employees who are required to work beyond their normal hours due to unforeseen circumstances that may arise shall be guaranteed one (1) hour minimum pay at one and one half times the employee's hourly rate. Further, employees on-site who are sent out to work between 6:00 am and 7:00 am will be paid one (1) hours overtime at one and one-half times the employee's hourly rate.

8.11 A minimum of one bargaining unit member from the Parks Department shall be assigned for set up and clean up and a minimum of one bargaining unit member from the Highway Department to organize street closures (if applicable) shall be assigned for any/all permitted events held in open space areas where the expected attendance is to exceed ne hundred (100) people.

## **ARTICLE IX**

### **PAID HOLIDAYS**

9.1 The following days shall be recognized as paid legal holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	
Independence Day	

Holidays shall include those outlined in the Employment Manual

9.2 Each full-time employee (excluding seasonal or temporary employees) shall be entitled to receive 8 hours pay at his regular hourly rate for each of the above designated holidays without having worked on such holidays, provided the employee shall have worked prior to and his next regularly scheduled working day following such holiday, or was in full pay status on such preceding and following days.

9.3 Employees shall be paid double his/her hourly rate (double time) for all Emergency call ins on state/federal holidays as outlined in the Employment Manual.

9.4 At the request of the employee, an employee may be granted compensatory time off at the convenience of the Department in lieu of holiday pay.

9.5 Whenever one of the designated holidays in Section 9.1 falls on a Sunday, the following day should be the legal holiday.

9.6 Employees required to work on the day after Thanksgiving Day shall receive compensatory time off (computed at time and one-half) on another work day. The selection of the compensatory day off shall be subject to approval by the Director of Public Works. Employees shall receive time off for the second half of Good Friday and the second half of the last work day before Christmas. An employee may be required to be part of a skeleton crew on either of said days and in such event shall be granted compensatory time off on another work day.

## **ARTICLE X**

### **VACATIONS**

10.1 ☐ An employee in full time employment shall accrue up to 2 weeks of vacation with pay in the first calendar year beginning on their date of hire. Time shall be accrued at 0.833 days per month, regardless of the start date. An employee in full time employment shall accrue two (2) weeks of vacation with pay each January 1 thereafter. No change for employees hired prior to July 1, 2019.

An employee in full time status shall be awarded a third week of vacation on the 5th anniversary of their start date and shall accrue three (3) weeks of vacation with pay each January thereafter.

An employee in full time status shall be awarded a fourth week of vacation on the 10th anniversary of their start date and shall accrue four (4) weeks of vacation with pay each January thereafter.

An employee in full time status shall be awarded a fifth week of vacation on the 20th anniversary of their start date and shall accrue five (5) weeks of vacation with pay each January thereafter.

10.2 An employee eligible for more than 2 weeks of vacation shall take such additional vacation allowance consecutively with the first 2 weeks of vacation allowance only if approval from the Department Head has been obtained for such consecutive vacation allowances.

#### **10.3**

- a. Employees requesting vacation of two (2) days or less must provide 24 hour notification
- b. Request for vacation use of two days or less during normal working hours can be submitted on the time off form or by communication with the division supervisor or his/her designee. Request

made during non-working hours (defined as: 3 pm to 7 am Monday through Friday, Saturday's, Sunday's or holidays), requires the employee to contact the division supervisor or his/her designee directly. Supervisors or their designees shall endeavor to make themselves available by phone during non-working hours.

- c. The maximum consecutive number of times that two (2) or less vacation days can be requested within the same week is two.
- d. Approval of any vacation time of two days or less will be based on the operational needs of the Department of Public Works.
- e. Vacation time shall be used in two (2) hour increments.
- f. Employees shall provide 30 calendar days' advance notice in the department for any vacation of five (5) days or greater. Approval shall be at the discretion of the Department depending on Departmental needs. Preference for vacation approvals will be given to senior employees.
- g. The 24 hour notice requirement for the use of Vacation days may be waived in cases of extenuating circumstances or emergencies. Notice may also be waived if an employee has worked 20 or more consecutive hours.
- h. Notwithstanding the operational needs requirement listed in section 10.4.d above, requests for time off shall not be unreasonably denied.

10.4 Upon the death of an employee who is eligible for a vacation under the provisions hereof, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as earned in the vacation year prior to the employee's death but which had not been granted. In addition, payment shall be made for that portion of the vacation allowances earned in the vacation year during which the employee died up to the time of his separation from the payroll.

10.5 Employees who are eligible for vacation under this Agreement and whose services are terminated by dismissal through no fault or delinquency of their own, by retirement, or by entrance into the armed forces or resignation, shall be paid an amount equal to the vacation allowance as earned, and not granted, in the vacation year prior to such dismissal, retirement or entrance into the armed forces or resignation. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which such dismissal, retirement or entrance into the armed forces or resignation occurred, up to the time of the employee's separation from the payroll.

10.6 Absences on account of sickness in excess of that authorized under this Agreement or for personal reasons not provided for under sick leave may, at the discretion of the Department Head, be charged to vacation leave if requested by the employee.

10.7 An employee shall be granted an additional day of vacation if while on vacation leave a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday, Friday or Saturday.

10.8 All Bargaining Unit Members shall be allowed to carry over up to two (2) weeks of vacation into any subsequent year at his or her own discretion.

## **ARTICLE XI**

## SICK LEAVE

11.1 An employee in full time employment shall accrue up to 2 weeks of sick leave with pay in the first calendar year beginning on their date of hire. Time shall be accrued at 0.833 days per month, regardless of the start date. No change for employees hired prior to July 1, 2019.

An employee in full time employment shall accrue two (2) weeks of sick with pay each January 1 thereafter.

11.2 An employee shall be credited with the unused portion of sick leave granted pursuant to Section 11.1, up to a maximum of 150 days.

11.3 If the amount of credit provided under Section 11.2 has been or is about to be exhausted, an employee may make application for additional allowance to that provided under Section 11.1. Such application shall be made to the Department Head who is authorized, with the concurrence of his administrative authority, to grant up to 20 additional sick leave days per annum. Request for additional sick leave in excess of these 20 days shall be made through the Department Head to the Personnel Administrator. The Personnel Administrator with the approval of the Town Administrator is authorized to grant such additional allowance as he may determine to be equitable after reviewing the recommendation of the Department Head and all other circumstances, including the employee's attendance and performance records. Vacation and all other unused leave must be used up before justified extensions of sick leave are granted in the case of non-service connected injury or illness. It is the intent of this provision to allow the employee the full benefit of the By-Law provided in Section 12 – Sick Leave – of the Town Personnel By-Laws.

11.4 Sick leave must be authorized by the Director of Public Works Department and must be reported on forms provided for same in accordance with the established regulations. A physician's certificate of illness may be required by the Director of Public Works before sick leave is granted.

11.5 An employee suffering from a disability resulting from alcoholism or drug addiction shall be eligible for sick leave provided he is participating in an approved rehabilitation program and complying with its requirements. This shall not affect the right of the department to impose discipline for reporting for work or otherwise violating department rules under the influence of alcohol or drugs.

11.6 In the event an employee who is eligible to receive compensation under the provisions of this Article is eligible to receive Worker's Compensation payments, compensation granted under the provisions of this Article shall be limited to the difference between the amount paid in Worker's Compensation and the employee's regular rate. An employee who is absent from work for not more than five (5) days due to service connected injury or illness will have any sick days granted during such period restored upon returning to work so long as the illness or injury required medical attention and appropriate medical certification is submitted to the Town.

11.7 Upon death or retirement, an employee (or his estate) will be paid for one-third (1/3) of all accumulated sick leave days. The maximum payment will be one-third (1/3) of all accumulated sick leave days. The maximum payment will be one-third (1/3) of 150 days. The rate of pay for each accumulated day of paid sick leave will be one-fifth (1/5) of the employee's weekly wage rate in effect upon the date of the employee's separation.

11.8 Employees who do not miss work due to illness, no pay status, workers compensation, leave without pay, or unauthorized absence for a period of three (3) months shall be relieved from duties for one (1) administrative day with pay to be used in the three (3) month period next following. Administrative days shall not be carried forward and must be used in the next succeeding three (3) month period. To be eligible for the day, you must have at least one (1) sick day on the books.

Administrative days must be approved a minimum of twenty-four (24) hours in advance by the Supervisor. Administrative days cannot severely impact operational needs. In the event of emergencies, such as snow and ice, water breaks, hurricanes, etc., Administrative days can be cancelled by the Director of Public Works or Supervisor. Administrative days shall not be carried forward. The four (4) months periods will run as follows: January to April, May to August, and September to December.

- a. Administrative days shall be used in two (2) hour increments.
- b. Employees requesting administrative time must provide twenty-four (24) hour notification.
- c. Request for the use of an Administrative day can be submitted on the time off form or by communication with the division supervisor or his/her designee. Request made during non-working hours (defined as: 3 pm to 7 am Monday through Friday, Saturday's, Sunday's or holidays), requires the employee to contact the division supervisor or his/her designee directly. Supervisors or their designees shall endeavor to make themselves available by phone during non-working hours.
- d. Approval of any Administrative days will be based on the operational needs of the Department of Public Works.
- e. The 24 hour notice requirement for the use of Administrative days may be waived in cases of extenuating circumstances or emergencies. Notice may also be waived if an employee has worked twenty (20) or more consecutive hours.
- f. Notwithstanding the operational needs requirement listed in section 11.8.d above, requests for time off shall not be unreasonably denied.

## **ARTICLE XII**

### **REPORTING PAY / OVERTIME**

12.1 An employee who, after reporting to work in accordance with his/her schedule and who is sent home for any reason other than disciplinary, shall be guaranteed eight (8) hours pay at his/her regular hourly rate.

12.2 An employee who has left work after completing his work for the day and who is then notified to return to work and does so shall be guaranteed a minimum of 4 hours work or 4 hours pay. One 4 hour minimum per day, per employee shall be permitted. This guarantee shall be at the rate of time and one-half if an employee is called back to work after having completed his regular 8 hour shift. If an employee is called back a second time, the employee shall be paid for the second time only for time worked during the second call back. The same pay practice as for the second call back shall apply to additional calls back. In lieu of the above an employee assigned for the week as the duty man for call back shall be compensated on the basis of \$400 for such assignment within the Highway, Fleet and Buildings Division and \$600 for such assignment within the Water and Sewer Division for the week plus pay at the

appropriate rate for actual hours worked. The duty shall be provided with a beeper, cell phone or other communications device, with a call radius of approximately 12 miles.

12.3 An employee called in to work on his scheduled day off shall be guaranteed 3 hours work or 3 hours pay at the rate of time and one-half his regular hourly rate regardless of the amount of advance notice.

12.4 Whenever the Town dispatches four pieces of equipment on an overtime assignment, a mechanic will be called in to work, subject to the DPW Director's discretion.

12.5 An employee shall be compensated at one and one-half (1-1/2) times his regular hourly rate for hours worked in excess of 8 hours during a regularly assigned work day and for all hours worked other than a regularly assigned worked day, provided that he has been credited with 40 hours pay at his regular rate for 5 consecutively assigned work days prior to performing work on the non-assigned work day. Employees shall be granted compensatory time off in lieu of overtime pay upon request. If at any time the Director of Public Works is not able to grant compensatory time within the fiscal year for any reason, then the employee must receive pay for any and all unused compensatory time by June 30 of each and every fiscal year in accordance with the National Fair Labor Standards Act. By April 1 of each year, the Director of Public Works or his designee will review all compensatory time and if necessary may require an employee to utilize all compensatory time by June 30<sup>th</sup>.

For the purposes of this Article, any paid status such as, sick time, vacation time, personal time, holidays, and administrative time and comp shall count as time worked when calculating 40 credited hours within a week. Any time off awarded without pay shall be excluded and not count towards the computation of overtime.

12.6 An employee who has a reasonable excuse for not working a particular overtime assignment will not be required to work such overtime assignment and the failure to have worked the overtime will not prejudice the right of the employees to future overtime.

12.7 The policy of equitable distribution of overtime work in each job classification within divisions will be followed to the extent practicable. Except that in Emergency Situations equitable distribution of overtime work will not be so limited and qualified employees in any classification will be assigned overtime work to the maximum of their qualifications as determined by the Department Head.

12.8 Where overtime on work within the bargaining unit is available the policy of giving preference to employees within the bargaining unit will be followed to the extent practicable.

12.9 When an employee has been improperly overlooked in the allocation of overtime, the employee will be given an opportunity to make up the overtime hours when overtime work for which the employee is qualified becomes available.

12.10 The employee on-call will be paid 4 hours at time and a half their regular rate for being on call on a holiday.

The Highway Division or combination of Highway and/or other divisions shall be required to provide on-call coverage for 52 weeks per year. During the winter season (November 15<sup>th</sup> through April 15<sup>th</sup>), the Highway Division working-foreman will be responsible for filling the weekly on-call duties.

12.11 Section 12.11 shall only apply to snow and ice emergencies, not scheduled, regular overtime including snow removal

Reporting Pay/Overtime: Snow and Ice: Any bargaining unit member required to work extended hours for snow and ice operations, 6 hours or more prior to the commencement of his or her regular shift (no interruption in working hours between 11 pm and 7am) shall be entitled to an hourly rate, for the regular shift time following the 8 hours, equivalent to their overtime rate for each hour worked until the end of his or her regular shift. If an employee utilizes accrued benefit time, is sent home as part of the 18 hour rest rule or leaves, prior to the end of his or her regular shift, he/she shall be paid at their regular hourly rate for the remainder of the shift (hours not actually worked). Bargaining Unit Members shall not be entitled to this benefit when they use unscheduled accrued benefit time during the 24 hour period immediately preceding or following the extended shift.

Those bargaining unit members who work in excess of 18 straight hours (regular or O.T.) during an emergency and are required to continue working his/her regular shift or a portion of his/her regular shift (without receiving an eight (8) hour rest period), shall be entitled to overtime compensation (one and one half times the employee's regular hourly rate) for each regular hour worked. Employees who receive an eight (8) hour rest period prior to their regular shift and must return to work after receiving the eight (8) hour rest period will paid regular time for the remaining regular hours worked during the day.

12.12 Emergency Overtime: Emergency overtime shall be defined as: an unforeseen combination of circumstances that create a hazard to public safety, critical infrastructure integrity, or any other circumstance requiring immediate action to mitigate a safety hazard.

All Bargaining Unit Members who have punched in for an emergency operation and work eight (8) hours or more prior to the commencement of his or her regular shift (no interruption in working hours between 11:00 p.m. and 7:00 a.m.) shall be entitled to an hourly rate, equivalent to their overtime rate for each work hour required to complete the emergency work. If the emergency concludes, the employee uses accrued benefit time, or is sent home, the employee shall be compensated their regular hourly rate for the remainder of their scheduled shift. An employee who fails to punch out at the end of their shift shall forfeit their eligibility for Emergency Overtime Pay. Scheduled overtime shall not apply.

12.13 A Working Foreman in charge of "Events" shall receive a \$200.00 stipend per event.

12.14 The Director of Public Works or his designee may, at his discretion, with thirty (30) days advance notice, change the regular shifts of the Town Hall custodian(s) or Water Treatment Plant Operator(s) to meet operational needs.

## **ARTICLE XIII**

### **BEREAVEMENT LEAVE**

13.1 Emergency leave of up to 4 days with 8 hours pay per day shall be allowed for death in an employee's family, consisting of spouse, parent, grandparent, child, grandchild, brother, sister, mother-in-law, father-in-law or foster or step children if the foster or step-children lives in the employee's immediate household.

13.2 If the funeral of a blood relative who resides in the household of the employee occurs on a work day, the employee will be granted the day off with pay to attend the funeral.

## **ARTICLE XIV**

### **JURY DUTY**

14.1 An employee in full-time employment required to serve on the jury shall be paid the difference between compensation received from jury duty and regular compensation rates paid to the employees by the Town, except as required by law.

## **ARTICLE XV**

### **MILITARY LEAVE**

15.1 An employee in full-time employment who is in the Military Reserve shall be paid the difference between compensation received while on reserve duty and the regular compensation rates paid to the employee by the Town. This provision shall be limited to 17 days and shall be granted by the Personnel Administrator upon presentation by the employee of a copy of orders received to perform such reserve duty.

## **ARTICLE XVI**

### **LEAVE TO ATTEND CONVENTION**

16.1 Leave of absence with pay shall be granted to not more than 2 employees twice during the calendar year for a period not to exceed 8 days' pay as the combined total allowance for both employees to attend Union conventions if the employees are officers, delegates or alternate delegates to such convention.

## **ARTICLE XVII**

### **COURT LEAVE**

17.1 An employee in full-time employment shall be paid the difference between compensation received as a witness and regular compensation rates paid to the employee by the Town for up to 3 days attendance as a witness required by subpoena before a court or administration tribunal. This shall not apply where the employee is a party to the litigation except in a work related case where the employee and the Town have a community of interest.

## **ARTICLE XVIII**

### **UNIFORMS**

18.1 Each bargaining unit member shall have the uniform and boot allowance (\$600.00) integrated into his/her regular hourly rate and all steps under Appendix B shall be adjusted to reflect the \$600.00 incorporation. Employees will be responsible for the cost of providing their uniforms and boots. In order to be eligible for a uniform and boot allowance, the employee must have completed six (6) months of service. The hourly rate change incorporating the \$600.00 was implemented on July 1, 2019.

18.2 Employees must wear uniforms at all times.

18.3 Each employee is required, and shall report to duty, in properly attired uniform work clothing and other apparel appropriate for the safe and effective performance and completion of all assigned tasks and duties, as specified below. All shirts and jackets, with the exception of water-repellent fabrics, must be labeled with the Town seal or other approved labeling. Uniforms are defined as: Town labeled shirt, jacket, and hat and work boots and protective pants. The Town will provide Town labeled hats. The hat style, size, and color will be jointly agreed on between the Shop Steward and Director of Public Works. The town will provide reflective vests and fire retentive overalls for the Fleet Welder

18.4 At no time are shorts or rolled up pants allowed to be worn.

18.5 Torn or modified uniforms (including but not limited to sleeveless shirts) is not allowed at any time.

## **ARTICLE XIX**

### **LABOR-MANAGEMENT COMMITTEE**

19.1 In the interest of mutual cooperation and understanding, a Labor-Management Committee consisting of not more than 3 representatives of each party shall be established to meet not more frequently than once a month to discuss general problems affecting the employees and the Public Works Department.

## ARTICLE XX

### COMPENSATION

#### 20.1

Effective July 1, 2022	2.5% Cost of Living adjustment Add new <b>"Step 16"</b> at 1.5% higher than step 15
Effective July 1, 2023	2.50% Cost of Living adjustment Add new <b>"Step 17"</b> at 1.5% higher than step 16
Effective July 1, 2024	2.5% Cost of living adjustment

In the event any other bargaining unit receives a higher Cost of living adjustment through negotiation during the period of this contract (not binding arbitration), the Town will reopen this section for renegotiation.

*Effective as of July 1, 2015 the following Union position will be upgraded as follows:*

- a. Working Foreman/Plumber: Will be changed from a W9 to an M09 grade. The current employee will become an M09, step 2 on July 1, 2015.

20.2 In the application of the Hourly Wage Schedule an employee at minimum will be eligible on July 1 and January 1 to receive the increment between minimum and the next step, provided he has been at minimum for a period of not less than 6 months. An employee above minimum will be eligible on July 1 and January 1 for the increment to the next step, provided he has been at his existing step for a period of not less than 12 months. Any increase for union members who are permanently promoted to a higher position shall be placed at a step that is at least 4% higher in compensation than the Union members current rate of pay in his or own current position.

All employees eligible for an increase under the Hourly Wage Schedule shall be reviewed for consideration of such increase on the basis of merit and if any employee is denied the increase, the reasons for such denial shall be made available to the employee and the Union and such denial shall be subject to the provisions of the grievance procedure. An employee denied an increase under this provision as of July 1 or January 1 shall be reviewed again for such increase on the date for each subsequent semiannual review as long as the denial continues.

The next increment for which promoted employees shall be eligible will be on January 1 or July 1 following 6 months service at the rate effective at the time of promotion.

20.3 If it is determined by the division supervisor that there is an operational need to temporarily fill a vacant position, the eligible employee shall be paid a stipend of **\$25** per day for performing the duties of a foreman and **\$75** dollars for performing the role of a supervisor. Any temporary filling of a vacant position shall be subject to budget availability and that the lower grade employee satisfies the job description qualifications of the higher ranked employee

Overtime hours worked by an employee meeting the job requirements of the higher classification as described above, shall be compensated on the higher classification rate of pay.  
(Example: W13 filling in for a W12 will go to W123).

20.4 An employee required to go down into a sewer to clean it one or more times as part of his duties shall receive a premium of \$50.00 for each day in which he performs such sewer duties. This premium applies to sewer clean out of private homes as well as manholes.

20.5 A tree climber on days when his duties require work around high voltage wires shall receive a premium of \$35.00 for each day on which he performs such duties.

20.6 An employee who works overtime in snow or ice operations or other similar operations shall receive a meal allowance of \$12.00 for each continuous period of five (5) hours so worked.

20.7 Friday shall be the day of the week designated as pay day, provided it is not a holiday or the Town is not prevented from doing this by circumstances beyond its control. All direct deposit advices will be provided electronically. Paper checks remain available to those not presently on direct deposit. Direct deposit is required for all employees hired July 1, 2019 or later.

20.8 An employee who is injured on the job and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Worker's Compensation Doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time. Evidence of inability to obtain treatment outside of working hours may be required.

The Town agrees to provide any employee injured on the job transportation at the time of injury, from the job to the medical facility and return to the job, or his home if required.

20.9 The salary of a Working Supervisor or Lead Person will be increased \$10 per week (to be included in overtime compensation) above the base salary of the employee. The designation of Working Supervisor or Lead Person shall be at the sole discretion of the Director of Public Works and not subject to the grievance and arbitration procedure.

20.10 Employees earning specialized licenses shall be entitled to stipends as follows:

Construction Supervisor =	\$750
Water Distribution Grade 2 =	\$1000
Water Distribution Grade 3 =	\$2000
Water Distribution Grade 4=	\$2,500
Water Treatment, Grade 2=	\$1000
Water Treatment, Grade 3=	\$2,000
Water Treatment Grade 4=	\$2,500
Pesticide License =	\$150
(3 employees Forestry, 2 employees Parks, 2 employees Highway)	
ASE Master Mechanic and/or Heavy Truck Technician =	\$750
Winter Maintenance Supervisor Certificate (WMSC-APWA)**=	\$500
Certified Public Fleet Professional (CPFP-APWA)=	\$1,500

Cross Connection Surveyor & Backflow Preventers testing license= \$750  
(need both to receive)

\*\* Employees who were certified prior to the execution this agreement and have snow and ice duties will remain eligible to receive this stipend

Stipends will be paid to active employees on the last payroll period of the Fiscal Year. Employees eligible for Water Distribution/Water Treatment stipends shall be paid in the highest Grade in their licensure. Stipends are not cumulative."

20.11 Employees will be paid bi-weekly.

20.12 Mail pickup stipend - \$4.00 per work day.

20.13 Working Foreman in charge of "Events" shall receive a \$150.00 stipend per event.

Furthermore, the parties agree to a re-opener to discuss wages if any other bargaining unit in the Town, excluding any bargaining unit not under control of the Selectmen, receives a higher negotiated cost of living increase excluding arbitration awards.

## **ARTICLE XXI**

### **MISCELLANEOUS**

#### **21.1**

- a. An employee in full-time employment shall be eligible for personal leave of two paid days per year, non-cumulative for important personal affairs, such as, but not limited to, required court appearances, attending a marriage or other religious ceremony of a close relative, or being a party to a real estate transaction. An employee may carry over a maximum of one personal day to the next year, subject to the same conditions as set forth above.
- b. Employees requesting personal time must provide 24 hour notification
- c. Personal time shall be used in 2 hour increments.
- d. Request for the use of Personal time can be submitted on the time off form or by communication with the division supervisor or his/her designee. Request made during non-working hours (defined as: 3 pm to 7 am Monday through Friday, Saturday's, Sunday's or holidays), requires the employee to contact the division supervisor or his/her designee directly. Supervisors or their designees shall endeavor to make themselves available by phone during non-working hours.
- e. Approval of any personal time use will be based on the operational needs of the Department of Public Works.
- f. The 24 hour notice requirement for the use of Personal time may be waived in cases of extenuating circumstances or emergency. Notice may also be waived if an employee has worked 20 or more consecutive hours.
- g. Notwithstanding the operational needs requirement listed in section 21.1.e above requests for time off shall not be unreasonably denied

21.2 Spaces in the parking lot will be assigned to employees in order of seniority provided that spaces open after the time for starting work shall be available on a first come basis.

21.3 Effective 7/1/2022 all employees required to obtain a CDL, or who choose to upgrade their CDL to Class A, are required to complete a federally approved driver training program.

Employees may opt to have the town pay all program costs. If the employee elects this option, the total pre-approved tuition costs associated with the employee attending a federally approved program shall be deducted from their biweekly pay in equal payments for a period of up to 5 years. Upon successful completion of training and 5 years of full-time service with the Department of Public Works, the employee is entitled to reimbursement of deductions paid to the Town. Employees seeking reimbursement are required to file a written request with the Director.

Employees are not eligible for overtime compensation to attend training programs.

For the purpose of calculating the afore mentioned 5 years, the date of the first class the employee attends shall mark the start of the 5-year period.

If an employee leaves the department before the debt is satisfied, the Town will be made whole by deducting the remaining balance from any final wages due at the time of separation.

21.4 The Director of Public Works will designate a no-smoking area at the DPW building.

21.5 Each mechanic shall receive an annual \$500.00 Tool Replacement Allowance. Any tools bought with this allowance shall remain property of the Mechanic.

21.6 Family Medical Leave Act. The Employer and the employees shall be bound by their respective obligations as provided in the Family and Medical Leave Act.

21.7 Compensatory Time.

- a. Compensation Time shall be used in two (2) hour increments.
- b. Employees requesting compensation time provide a 24 hour notification.
- c. Request for the use of Compensation Time can be submitted on the time off form or by communication with the division supervisor or his/her designee. Request made during non-working hours (defined as: 3 pm to 7 am Monday through Friday, Saturday's, Sunday's or holidays), requires the employee to contact the division supervisor or his/her designee directly. Supervisors or their designees shall endeavor to make themselves available by phone during non-working hours.
- d. Approval of any Compensation Time will be based on the operational needs of the Department of Public Works.
- e. The 24 hour notice requirement for the use of Compensation may be waived in cases of extenuating circumstances or emergencies. Notice may also be waived if an employee has worked 20 or more consecutive hours.
- f. Notwithstanding the operational needs requirement listed in section D above requests for time off shall not be unreasonably denied.

- g. Upon earning comp time, employees shall have the option to receive pay or comp time, or a 50/50 combination of both within the existing comp time limit.

21.8 The Town agrees that, upon appropriate written authorization executed by employees, the Town will deduct payments from the Laborer's Union annuity or pension funds from the pay of the employee and will remit monthly the aggregate amount of such deductions to an officer designated by the Laborer's Union.

The Laborer's Union agrees to hold the Town harmless for action taken by the Town pursuant to this section.

21.9 To the extent allowed by law unused vacation or sick leave may be applied to Worker's Compensation to make up the difference to regular pay. Any unused vacation must first be applied before the use of sick leave.

21.10

- a. When employees must enter a residential home, two (2) staff will be used when possible, after review of the situation. The definition of staff includes: Public Works (Manager, Supervisor, Laborer, or Engineering staff), other Town department staff, federal staff, state staff or Town, state, or federal contractor staff.
- b. This section does not apply to meter reading staff.
- c. This section shall be waived in the case of an extreme emergency and if no one is available to respond.

21.11

- a. The maximum amount to be paid (by the Town) for prescription safety glass is \$75.00 per year.
- b. Safety glasses for those not requiring prescription safety glasses will be provided by the Town of Wakefield.

**ARTICLE XXII**

**EMPLOYEE GROUP HEALTH INSURANCE**

22.1 The Town shall continue to provide health insurance in accordance with the provisions of Massachusetts General Laws, Chapter 32B. Changes in coverage shall be made in accordance with Chapter 32B.

Nothing herein shall be construed to prevent the Employer from adopting and implementing a Trust Fund system whereby premiums are received and paid from the Trust Fund and the health insurance program is administered by the Employer, with the expenses paid in whole or in part by the Trust Fund provided, however, benefits due under the health insurance program shall not be effected thereby.

22.2 Health insurance payroll deductions properly authorized by the employee shall be deducted bi-monthly.

22.3 Effective July 1, 2012 the employee paid share of the premium for HMO insurance coverage shall be increased to 20%.

### **ARTICLE XXIII**

#### **EMPLOYEE FILES**

23.1 No material relating to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had the opportunity to read the material and also to acknowledge in writing that he has read it.

23.2 The employee shall have the right to answer any material filed and to include the answer within the file.

23.3 The employee shall have the right upon request at reasonable times to examine his personnel file and to have a copy of any material in it.

23.4 An employee may have information removed from his file by use of the grievance procedure, on the grounds that information in his file is improper, incorrect, or irrelevant to the employment relationship.

23.5 The Town shall not reveal information in an employee's file without the employee's consent except to the extent relevant for the use of the management of the Town or in connection with Town business or when the Town is ordered to release such information by order of court or subpoena.

23.6 When an employee has had no discipline for a period of five years, he/she may petition the Director of Public Works and if not agreed may petition the Town Administrator and if not agreed the Board of Selectmen to have records of disciplinary action removed from his/her file. The final decision shall be in the sole discretion of the Board.

### **ARTICLE XXIV**

#### **SPECIAL COURSES**

24.1 Special courses, which are recommended as beneficial to the Department, may be taken at the request of the Town and will be paid for by the Town.

### **ARTICLE XXV**

#### **NO DISCRIMINATION**

25.1 The Town will not discriminate against any employee on the basis of race, color, national origin, sex, religion, age or handicap.

## ARTICLE XXVI

### DURATION OF AGREEMENT

26.1 This Agreement shall take effect as of the date of execution and shall remain in full force and effect until and including June 30, 2022 and shall then terminate unless extended by agreement of the parties. Should either party desire to negotiate a new collective bargaining agreement to succeed this Agreement, such party shall notify the other party by certified or registered mail not later than December 15, of the year preceding expiration. Upon receipt of such notice the parties shall make mutually satisfactory arrangements to begin negotiations.

Dated this 11<sup>th</sup> day of April, 2022

**Town of Wakefield**

**Massachusetts Laborers District Council,  
Local 272**

By: X Amy Dancy

By: X Ann Santos

By: X Julie M. G.

By: X Michael M. Butt

By: X Roseann P. Clark

By: X Amy

By: X Michael M. G.

Date: \_\_\_\_\_

By: John Con 4/5/22

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

### CLASSIFICATION OF POSITIONS BY OCCUPATIONAL GROUPS – DPW – MANUAL CLASS (UNION)

<u>Position</u>	<u>Classification</u> (Compensation Grade)
Electrician	MO9
HVAC Technician	MO9
Boiler Technician	MO9
Working Foreman – Mechanics	W-9
Water System Operator	W-9
Water/Sewer Systems Coordinator	W-8
Working Foreman	W-8
Working Foreman/Plumber (*Plumbing License Required)	MO9
Water/Sewer Jobs Coordinator	W-8
Water Treatment Coordinator	W-8
Public Works Job Coordinator	W-8
Water/Sewer Systems Operator	W-7
Special Motor Equipment Operator	W-7
Mechanic	W-7
Tree Climber	W-6
Heavy Motor Equipment Operator	W-6
Maintenance Craftsperson	W-6
Dispatcher/Operations Assistant	W-6
Water Treatment Plant Operator in Training	W-5
Maintenance Employee	W-3

Motor Equipment Operator

W-3

**Position**

**Classification**  
(Compensation Grade)

Equipment Lubricator

W-3

Building Custodian

W-2

If the employee assigned to the Water Systems in Training position is already in a higher pay grade, then the employee will remain in the same grade.

Water systems must have passed the T-3 license test. Water Systems in Training must have passed the T-1 license test, must obtain a T-2 license within one (1) year after appointment, and must obtain a T-3 license within two (2) years after appointment. Failure to meet license requirements will require the employee to return to his/her former position.

**APPENDIX B**

**WAKEFIELD MASSACHUSETTS LABORERS DISTRIC COUNCIL, LOCAL 381 – DPW SALARY SCALES**  
**JULY 1, 2019 – JUNE 30, 2022**

See attached

## **APPENDIX C**

### **OVERTIME POLICY**

It is to be understood that as a condition of employment each employee will adhere to overtime requirements. Failure to comply may be cause for disciplinary action.

It shall be further understood that departmental policy is that, overtime, under emergency conditions and conditions affecting the health, safety, or welfare of the citizens, will be mandatory. As a matter of policy, regular scheduled overtime will be kept to a minimum. However, due to holidays, seasonal conditions or heavy workloads, it will from time to time be necessary to schedule overtime on a regular basis. These overtime schedules will be at the discretion of the Division supervisors only, with the concurrence of the Director.

Emphasis is placed on the regulation that under all emergency conditions, all employees will make themselves available as required, to report for duty at the direction of the Division Supervisor or his designee.

“Emergency” conditions requiring the application of overtime by departmental personnel, will be assessed by the Division Supervisor. It shall be his responsibility to evaluate each condition, be it, but not necessarily restricted to, windstorms, snow, ice, sanitation, waste disposal or any other situation stricture to the sustenance of public safety, health, and welfare.

Section 8.10 of the Union Contract provides as follows: “Overtime policy as agreed to by the parties under regular and emergency conditions is set forth in Appendix 1 attached hereto and made a part hereof.”

To implement that section, the following policy is promulgated:

1. As a condition of employment for all employees, overtime listings will be established for all overtime operations. Such listings will include:
  - a. Those employees who voluntarily wish to be included in the rotation for such work.
  - b. Those employees who have not volunteered, but who are still subject to call.
2. Since snow and ice control is essentially a function of the Highway Division, first preference shall be to personnel within that division for these operations.
3. This listing will be kept by classification. Selection from those listed will be made on the basis of employees in the aforementioned categories with the least amount of overtime as first to be called, except that in snow and ice emergencies equitable distribution of overtime work will not be so limited and qualified employees in any classification will be assigned overtime work to the maximum of their qualifications as determined by the Department Head.
4. A weekly listing of employees subject to call for overtime operations (including emergency conditions) shall be prepared by the Division Supervisors and the Shop Steward and posted

on Thursdays during the entire year. The listing will be prepared on the basis of accumulated overtime.

5. It is required that those employees whose names appear will be available for call when an overtime condition occurs during that week. All employees, under Emergency conditions, are expected to be available and subject to call, and if called are expected to report as directed.
6. Should an employee wish to absent himself from the overtime listing for a valid and acceptable means:
  - a. They must make arrangements with another qualified employee and if required, with proper licensing, who will substitute.
  - b. The Division Supervisor must be notified and approve of any substitutions.
  - c. Failure to comply with these conditions will result in the employee being subject to disciplinary action.
7. Personnel from a Division other than Highway will be called for snow and ice control operations only if sufficient personnel are not available from that Division. The same criteria shall apply for emergency or regular overtime conditions occurring in other Divisions.
8. Overtime listings shall be maintained independently for each Division to prevent conflict in calling employees for routine operations.
9. In snow and ice situations; (a) non-drivers and other personnel will be used to the extent practicable; and (b) non-drivers will be called before other personnel for non-driving overtime which they are qualified to do.
10. In snow and ice operations, vehicles shall be manned with a driver only. This allows for greater flexibility in providing relief drivers more frequently during these operations and reduce the need for one driver to work excessively long hours.
11. An employee shall be compensated at one and one-half times his regular hourly rate for hours worked in excess of 8 hours during a regularly assigned workday and for all hours worked on other than a regularly assigned workday, provided that he has been credited with 40 hours pay at his regular rate for 5 consecutively assigned workdays prior to performing work on the non-assigned workday. It will be understood that the voluntary listing is an offer on the part of management to fairly resolve overtime to the requirements of the Department. It shall be in no way construed that failure to voluntarily list oneself for overtime, the individual shall be exempt. Overtime is mandatory as required. First call shall be given to those who have applied for overtime. Should response fail to fulfill the requirements of the particular situations, a second call will be made. This, to all departmental personnel, until requirements are met.

Any employee who is not in work on the day of this emergency due to illness will not be called. In the event of extreme emergency conditions, they may be called, but, if reporting would be

detrimental to personal health, they will not be charged for refusal to report. Management reserves the right to demand medical confirmation of illness.

12. Penalties for failure to comply with overtime regulations are as follows:

- a. 1<sup>st</sup> offense – written warning
- b. 2<sup>nd</sup> offense – 1 day suspension
- c. 3<sup>rd</sup> offense – 5 day suspension
- d. 4<sup>th</sup> offense – disciplinary action up to and including discharge

#### **EXTENDED OVERTIME**

Snow and Ice operations and other situations represent an emergency to the community and thus requires that all employees respond. The Town and DPW are responsible for insuring that all emergencies are addressed in a manner that insures rapid response, protects the health and safety of the community and residents, and insures that the emergency situation is resolved efficiently and effectively.

The following guidelines will be followed in emergency situations that require extended hours of work:

- Staff will be released upon completion of the emergency as determined by the Director of Public Works or his designee.
- As has been provided in the past, rest will be provided during the emergency as needed. Employees will remain at the job during emergencies.
- If an emergency extends more than 18 hours, an employee will be guaranteed an 8 hour rest period upon completion of the emergency.
- If the emergency ends by 3:00 a.m., the employee must return to work by 11:00 a.m. on the next regularly scheduled work day; if the work day is the next day after the emergency. If the next day is a weekend or holiday, the employee will return on the next scheduled workday at 7:00 a.m.
- If the emergency ends after 3:00 a.m., employees will not return the next scheduled workday, if the workday is the next day after the emergency. If the next day is a weekend or holiday, the employee will return on the next scheduled workday at 7:00 a.m.
- If another emergency occurs, employees will be required to return regardless of the amount of rest received.

- Skeleton crew may be required to remain at the job site. The number of employees required to remain will be determined by the Director of Public Works or his designee.

## **APPENDIX D**

### **DRUG POLICY**

1. Each employee may be required to submit to a drug screening test annually.
2. A drug and/or alcohol screening test may be conducted of any employee involved in an accident during work hours while operating a town vehicle and of any employee returning to work following a rehabilitative leave related to drug or alcohol abuse.
3. A drug and/or alcohol screening test may be required of an employee based on the reasonable suspicion that the employee has been drinking or is intoxicated on the job or has been using illegal drugs.
4. All screening tests called for under this Article will be conducted by a clinic or other authorized contractor who is qualified to perform such tests.
5. This Policy shall not be used to harass employees.
6. For more comprehensive DOT policy explanation, see Town of Wakefield FHWA Drug & Alcohol Testing Program.